

HORSE INSURANCE

PLEASURE & PERFORMANCE PRODUCT DISCLOSURE STATEMENT TRANSIT & TRIAL (30, 60 OR 90 Day Policy Period)



A.I.S. Insurance Brokers Pty Ltd
Horse & Livestock Division
137 Moray Street, South Melbourne Vic 3205

Telephone: (03) 8699 8888
Facsimile: (03) 8699 8899
Email: horse@aisinsurance.com.au
Website: www.aisinsurance.com.au

DUTY OF DISCLOSURE

YOUR DUTY OF DISCLOSURE

Before **You** enter into the **Policy** with **Us**, the Insurance Contracts Act 1984 requires **You** to disclose to **Us** every matter that **You** know or could reasonably be expected to know is relevant to **Our** decision whether and on what terms **Your** application for insurance is acceptable and to calculate how much **Premium** is required for **Your** insurance.

You have the same duty to disclose those matters to **Us** before **You** renew, extend, vary or reinstate the **Policy**.

The duty applies until the **Policy** is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time **You** provide answers or make disclosure and the Relevant Time, **You** need to tell **Us**.

What **You** do not need to tell **Us**

You do not need to tell **Us** about any matter:

- that diminishes **Our** risk;
- that is of common knowledge;
- that **We** know or should know as an insurer; or
- that **We** tell **You** **We** do not need to know.

Who does the duty apply to?

The Duty of Disclosure applies to **You** and everyone that is an **Insured** under the **Policy**. If **You** provide information for another **Insured**, it is as if they provided it to **Us**.

What happens if the Duty of Disclosure is not complied with?

If the duty of disclosure is not complied with **We** may cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

Product Disclosure Statement (PDS)

The purpose of the PDS

The purpose of the PDS is to help **You** understand the insurance **Certificate** and provide **You** with sufficient information to enable **You** to compare and make an informed decision about insurance products. This PDS covers Equine Insurance.

The PDS also sets out the significant features, benefits and risks of the **Certificate**. **You** still need to read the **Certificate** wording for a full description of the terms, conditions and limitations. This Product Disclosure Statement was prepared on 1 June 2018.

Who is the Insurer(s)?

Certain Underwriters at Lloyd's hereinafter called "**We, Our, Us** or Underwriters" are the Insurer(s) of the **Certificate**. **You** or **Your** representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from A.I.S. Insurance Brokers.

Who is A.I.S. Insurance Brokers Pty Ltd?

A.I.S. Insurance Brokers Pty Ltd (ABN 36 543 825 719 AFS Licence no: 255304) hereinafter called "AIS" is the Authorised Representative of the Insurer(s). This Insurance contract is written under a 'Binding Authority Agreement', which gives AIS authority to bind insurance contracts and / or settle claims on behalf of such Insurer(s). As a consequence AIS is acting as Agent of such Insurer(s) and not as **Your** Agent. AIS is NOT the Insurer for this contract and is NOT liable for any loss or claim.

If **You** have any concerns about the **Certificate**, **You** should contact AIS in the first instance. **You** may contact them by any of the following ways:

- By telephone on 03 8699 8888
- Emailing horse@aisinsurance.com.au
- In writing at 137 Moray Street, South Melbourne VIC 3205

How You contact Us

About a claim - please phone **Our** claims department on 03 8699 8888 or claims@aisinsurance.com.au

About **Your Certificate** - please contact the person with whom **You** arranged the **Certificate**.

Significant benefits and features

By way of summary, the principal covers available are:

Section 1 – Mortality

We will pay up to the **Sum Insured** specified in the **Certificate** in the event of the death or **Humane Destruction** of any **Horse**, resulting from an **Injury, Illness, Accident** or disease sustained or contracted and notified during the **Period of Insurance**; provided death or **Humane Destruction** occurs during the same **Period of Insurance** or within 30 days of the expiry date.

Significant risks

The risks associated with **Your Certificate** include:

- whether the **Certificate** will provide the cover **You** require. Cover may not be adequate because the type or amount of cover **You** require does not match the cover provided by **Your Certificate**.
- *For example*, because **You** do not satisfy terms and conditions of cover or an exclusion applies, such as **You** fail to take adequate precautions to protect the health of **Your Horse**.
- if **You** do not comply with **Certificate** terms and conditions, for example **Your** duty of disclosure, the insurer can refuse to pay part or all of a claim.

The amount You pay for this insurance

The amount **We** charge **You** for this insurance **Certificate** is the total amount of the **Premium** that **We** calculate to cover the risk plus any relevant government charges (such as stamp duty). This is the total amount payable shown on **Your Certificate** and is the amount **You** must pay. If **You** change **Your** cover in any way, **You** may be required to pay an additional amount or may be entitled to a refund of **Premium**.

How various factors affect Your Premium

We consider a number of factors in calculating **Your Premium**. The key factors that affect the **Premium** are the type of cover and any optional benefits available that **You** select. For example, Mortality plus Loss of **Use** cover for **Your** items will be more expensive than a cover restricted to Mortality only.

The amount of **Premium** that **You** pay will also depend on the information **You** give **Us** about **Your** items and the other factors.

How to apply for insurance

Complete and submit **Our** application form. If **We** accept **Your** application for insurance, **You** will receive a **Certificate** that sets out details of the insurance.

Your duty of disclosure

You have a legal duty of disclosure to **Us** whenever **You** apply for, change or renew an insurance cover. Details about disclosure information are shown in the **Certificate** wording under "Duty of Disclosure".

How to make a claim

As soon as practically possible after an **Accident** or event that causes the loss or damage, **You** must first:

- In the event of death
 - notify A.I.S. Insurance Brokers Pty Ltd by telephone, facsimile or by email as soon as practically possible;
 - have a **Post-Mortem** examination completed and an autopsy report prepared, at **Your** expense, by a licensed **Veterinarian** approved by A.I.S. Insurance Brokers Pty Ltd and
 - provide A.I.S. Insurance Brokers Pty Ltd, within 60 days, a copy of the **Post-Mortem** examination and **Your** signed proof of loss.

The amount You pay towards a claim

An excess is an amount that **You** are required to pay in the event of a claim. The amount of excess depends on the assessment of risk.

There is no excess in respect to Mortality claims. All applicable excesses and their amounts will be shown in **Your Certificate**.

How a claim payment is calculated

We will pay a sum not exceeding the **Market Value** of **Your Horse**, trailer or equipment shown in the **Certificate** at the time of loss or the **Sum Insured** shown in the **Certificate**, whichever is the lower, in relation to Public Liability **We** will pay any amount which **You** are legally liable to pay a third party in respect to Property Damage or Bodily Injury to the **Certificate** limit shown.

Taxation information

This insurance **Certificate** is subject to GST.

If **You** are registered for GST purposes, **You** may be able to claim an Input Tax Credit in respect of the GST **We** collect from **You**. There may be other taxation implications affecting **You** depending on **Your** circumstances. If **You** are unsure about the taxation implications of **Your Certificate** **You** should seek advice from **Your** accountant or tax professional.

Cooling off

You have the right to cancel and return the insurance contract by notifying **Us** in writing, by email or by telephone within 14 days of the date it was issued to **You** (the "cooling off period") unless **You** make a claim under the contract within the cooling off period. If **You** cancel it in this time, **We** will return to **You** any **Premium** **You** have paid **Us**. To cancel at other times, please see General Conditions of the **Certificate**.

Code of Practice

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry. Details of the Code of Practice can be accessed at www.codeofpractice.com.au.

CERTIFICATE DOCUMENT

IMPORTANT NOTES

1) **The health of Your Horse**

When cover commences **Your Horse** must be in sound health and free from any **Illness**, disease, **Injury** or physical disability.

2) **Compliance with veterinary advice**

If **Your Horse** is ill or has an **Accident**, it is **Your** duty as soon as practically possible to seek the advice of **Your Veterinary Surgeon**, and notify **Us** by telephone, email or fax. **You** must then follow the recommendations made by the attending **Veterinary Surgeon** or of any second opinion as to treatment, rest and rehabilitation. **You** must also forward a report by the attending **Veterinary Surgeon** on the condition of the **Horse** to **Us** as soon as practically possible. Should any **Horse** die, **You** must arrange for a **Veterinary Surgeon** to certify the cause of death by **Post-Mortem** examination unless otherwise agreed upon by both parties.

3) **Security of your equipment**

If **You** have selected to insure **Your** saddles, bridles, harness and other items of riding tack, loss by theft will only be covered if they are kept overnight in a private house or in a locked building.

4) **Limitations as to Use**

Your Horse must not be used for any purpose other than that included under the **Use of Horse** as shown in the **Certificate** without **Our** prior written consent.

5) **About the Insurer**

AIS Insurance Brokers Pty Ltd is NOT the **Insurer** to this contract and is not liable for any loss or claim.

This **Policy** is underwritten by certain underwriters at Lloyd's in respect of syndicate 2003.

Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003.

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at www.fca.org.uk
Registered Office 20 Gracechurch Street, London, EC3V 0BG.
Registered in England - Company Number 1815126

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768

SECTION 1 - MORTALITY

COVER PROVIDED

We will pay up to the **Sum Insured** specified in the **Certificate** in the event of the death or **Humane Destruction** of any **Horse**, resulting from an **Injury, Illness, Accident** or disease sustained or contracted and notified during the **Period of Insurance**; provided death or **Humane Destruction** occurs during the same **Period of Insurance**.

This cover includes whilst **Your Horse** is being transported within Australia.

SETTLEMENT OF CLAIMS

We will pay a sum not exceeding the **Market Value** of **Your Horse** shown in the **Certificate** at the time of loss or the **Sum Insured** shown in the **Certificate** whichever is the lower.

Where payment is to be made in settlement of a claim and any other party (ies) has / have an interest in **Your Horse** then payment may be made to such party (ies) to the extent of that interest whose discharge in respect to such payment will be full and final to **Us** in respect of that interest.

EXCLUSIONS

This section does not insure:

- 1) destruction without **Our** consent or the opinion of a qualified **Veterinary Surgeon** that **Humane Destruction** is required as soon as practicably possible;
- 2) destruction under the order of any government, local authority or any other body having jurisdiction;
- 3) any surgical operation, unless carried out by a qualified **Veterinary Surgeon** as soon as practically possible in an attempt to save the life of a **Horse**, or unless previously agreed by **Us**;
- 4) the use of any **Horse** for any purpose other than the **Use** specified in the **Certificate** or in **Endorsements** to the **Certificate**;
- 5) the administration of drugs or **Medication** unless required because of **Accident, Illness** or disease and administered by, or at the direction of a qualified **Veterinary Surgeon**;
- 6) intentional or wilful **Injury** by **You, Your** family or employees;
- 7) unfitness or incapacity to fulfil the functions or duties for which the **Horse** is kept;
- 8) wilful neglect or unskilled treatment.

GENERAL CONDITIONS

Applicable to all sections of the Certificate

- 1) A **Horse** must not be used for any purpose other than those included in the **Certificate** without **Our** written consent.
- 2) Unless otherwise added by **Endorsement**, the **Horse** must not be removed from the Commonwealth of Australia or the **Territorial Limits** specified in the **Certificate**.
- 3) Unless otherwise added by **Endorsement**, the **Horse** must be in sound health on the effective date of the **Certificate**.
- 4) If the **Certificate** is issued on an annual basis **Our** liability will be extended to cover death which occurs within 30 days after the **Certificate** terminates and as a result of a covered **Accident, Illness** or disease that occurred during the term of the **Certificate** and **You** reported the occurrence to **Us** before the **Certificate** expired.
- 5) It is **Your** duty to dispose of the remains of the **Horse** at **Your** expense and with **Our** approval.
- 6) If **We** consent to the sale or euthanasia of a **Horse** for food or any other purpose, **Our** liability will be reduced by any amount that **You** receive.
- 7) During the **Certificate** period, **You** must see to it that the **Horse** receives proper care according to its age, sex, breed and **Use**.
- 8) In case of death of a **Horse**, **You** must:
 - a) as soon as practically possible notify A.I.S. Insurance Brokers Pty Ltd by telephone, facsimile or email;

- b) have a **Post-Mortem** examination done, at **Your** expense, by a licensed veterinarian approved by A.I.S. Insurance Brokers Pty Ltd; and
 - c) give **Us**, within 60 days, a copy of the **Post-Mortem** examination and **Your** signed proof of loss.
- 9) In case of any investigation **You** must co-operate by:
- a) giving **Us** any relevant records or documents **We** might need;
 - b) if it is within **Your** power, have any persons with knowledge of the death or theft submit to an examination under oath.

If **You** do not comply with any of these duties **We** may not be liable to pay **Your** claim.

- 10) Insurance will cease on a **Horse** in which **You** have, temporarily or permanently, given up all or part of **Your** ownership rights by sale, lease or any other reason.
- 11) The proceeds or any other interest in the **Certificate** may not be assigned to any other party.
- 12) If **We** pay a claim under the **Certificate**, **You** agree to:
- a) assign **Us** **Your** rights and remedies against any other party;
 - b) execute all documents required to effect such assignment of **Your** rights; and
 - c) give **Us** the right to sue in **Your** name at **Our** expense.
- 13) No agent can change the **Certificate** or alter its terms. Its terms may not be changed or waived unless **We** issue an **Endorsement**.

14) Change in Circumstances

You must tell **Your** broker as soon as practicably possible if **You** become aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**. If **You** become aware that the information **You** have given **Us** is inaccurate, **You** should inform **Your** broker as soon as practicably possible.

When **We** are notified of a change **We** will tell **You** if this affects this **Policy**. For example **We** may cancel this **Policy** in accordance with the Cancellation Provisions, amend the terms of this **Policy** or require **You** to pay more for this insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in this insurance being invalid.

15) Cancellation

Your Right to Cancel

You are entitled to cancel this **Policy** by notifying **Us** in writing, by email or by telephone. No return of **Premium** shall be allowed.

16) Our Right to Cancel

We can cancel this **Policy** and any **Endorsement(s)** at any time by giving **You** thirty (30) days' notice in writing, by email or by telephone (including during the Cooling off Period). **We** will only do this in accordance with the Insurance Contracts Act 1984 and for a valid reason including, for example:

- i) Non-payment of **Premium**;
- ii) A change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- iii) Failure to supply information or documentation **We** have asked **You** to provide in the Proposal Form;
- iv) Failure to provide a Veterinary Certificate if **We** have asked for one.

Any return of **Premium** due to **You** will be calculated at a proportional daily rate depending on how long this **Policy** and any **Endorsement(s)** has been in force unless **You** have made a claim in which case the full annual **Premium** is due.

If any claim is paid on any **Horse** whether by settlement, compromise or otherwise, no return of **Premium** shall be allowed.

GENERAL EXCLUSIONS

The following exclusions apply to the **Policy** as a whole unless stated otherwise

The **Policy** does not insure:

- 1) loss, or destruction of, or damage to, any property or any loss, or expense resulting or arising from any indirect loss; for example: any increased business expense or loss of profit or earnings resulting from **Accident, Injury, Illness** or disease or death or **Humane Destruction**.
- 2) any legal liability directly or indirectly caused by or contributed to, by, or arising from;
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
- 3) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4) death or **Humane Destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by or arising from the **Use** or operation, as a means of inflicting harm, of any computer, computer system, computer software, programme, malicious code, computer virus or process or any other electronic system.

5) ELECTRONIC DATE RECOGNITION EXCLUSION (E.D.R.E.)

Any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

6) AVIAN INFLUENZA EXCLUSION

death or **Humane Destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

7) WAR AND CIVIL WAR EXCLUSION

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

8) SANCTION LIMITATION AND EXCLUSION

We shall not provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit, would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10) TERRORISM EXCLUSION

This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including, for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

11) CORONAVIRUS ABSOLUTE EXCLUSION

Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- i. any fear or threat (whether actual or perceived) of; or
- ii. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

CERTIFICATE PROVISIONS

Applicable to all sections of the Certificate

1) Complaints Procedure

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and disputes

If **You** have any concerns or wish to make a complaint in relation to this policy, our services or **Your** insurance claim, please let us know and **We** will attempt to resolve **Your** concerns in accordance with our Internal Dispute Resolution procedure. Please contact AIS Insurance Brokers in the first instance:

Doug Allen
A.I.S. Insurance Brokers Pty Ltd
137 Moray Street
South Melbourne VIC 3205
Telephone: 03 8699 8888
Facsimile: 03 8699 8899
Email: insure@aisinsurance.com.au

We will acknowledge receipt of **Your** complaint and do our utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd’s Australia who will determine whether it will be reviewed by their office or the Lloyd’s UK Complaints team. Lloyd’s contact details are:

Lloyd’s Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **You** within 30 calendar days of the date on which **You** first made the complaint unless certain exceptions apply.

You may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

How much will this procedure cost you?

This service is free of charge to policyholders.

2) Services Of Suit

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given as soon as possible to:

A.I.S. Insurance Brokers Pty Ltd
137 Moray Street
South Melbourne VIC 3205
Telephone: 03 8699 8888
Facsimile: 03 8699 8899
Email: insure@aisinsurance.com.au

3) Several Liability Clause

The liability of an **Insurer** under this contract is several and not joint with other **Insurers** party to this contract. An **Insurer** is liable only for the proportion of liability it has underwritten. An **Insurer** is not jointly liable for the proportion of liability underwritten by any other **Insurer**. Nor is an **Insurer** otherwise responsible for any liability of any other **Insurer** that may underwrite this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read to reference of contracts in the plural.

4) Law / Jurisdiction / Disputes Clause

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by Australian law.

Both parties must use their best efforts to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith.

In the event that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.

- a) Following either mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute.

Such proceedings may only be commenced on 14 days written notice to the other party and shall be determined in accordance with the law and practice applicable in such Court.

Any summons, notice or process to be served upon Underwriters may be served upon:

Lloyd's Australia Limited
Suite 1603 Level 16, 1 Macquarie Place
Sydney NSW 2000

who has authority to accept service and to appear on Underwriters' behalf.

If proceedings are instituted against any one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

- b) Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the **Policy** while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this agreement.
- c) Each party must use its reasonable efforts to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is minimal effect on the ability of either party to perform its obligations under the **Policy**.
- d) Either party may at any time commence court proceedings in relation to any dispute or Claim arising under, or in connection with the **Policy** where the party seeks urgent interlocutory relief.

5) Policy Format

Upon request **We** can provide braille, audio or large print versions of the **Policy** and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this **Policy** was arranged.

6) Fair Processing Notice

This Privacy Notice describes how certain underwriters at Lloyd's in respect of Syndicate 2003 (together, "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@xlcatlin.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

7) Rights Of Third Parties

A person who is not a party to this contract has no right to enforce any term of this contract.

8) United Kingdom Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You Were** entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their **Website**: www.fscs.org.uk.

GENERAL DEFINITIONS

Applicable to all sections of the Certificate

Certain words in this **Policy** have a specific meaning. The definitions of such words are detailed below in bold type. Where a word has been defined, the definition will apply wherever that word appears in bold in this **Policy**.

Accident

Means a sudden, unexpected, unusual, and specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended.

Certificate

Is a separate document, which shows the insurance details relevant to **You**. It may include additional terms, conditions and exclusions relevant to **You** that amend the standard terms of this document. Only those sections shows as covered in **Your Certificate** are insured. If the **Policy** is varied during the **Period of Insurance We** will send **You** and updated **Certificate** taking into account the variations and any other change to the terms of the **Policy** otherwise advised by **Us** in writing (such as an **Endorsement**).

Deductible

Means the amount specified as such in the **Certificate** which **You** are responsible for as the first part of every claim.

Dental Treatment means expenses incurred by the insured person as a result of the insured person sustaining an **Injury**.

Endorsement(s)

Means a change in the terms and conditions of this contract of insurance agreed by **Us** that can extend or restrict cover.

Humane Destruction

means

- a) that the **Horse** incurs an **Injury** or is afflicted with an excessively painful **Illness**, and/or disease, and a **Veterinary Surgeon** appointed by **Us** shall first have given a veterinary **Certificate** that the suffering of the **Horse** is incurable and so excessive that immediate destruction is imperative for humane reasons; or
- b) that the **Horse** incurs an **Injury** and a **Veterinary Surgeon** appointed by **You** shall first have given a **Certificate** that the suffering of the **Horse** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a **Veterinary Surgeon** by **Us**.

Horse

means the whole or part interest of the Horse or Horses specified in the **Certificate**.

Illness

means any change to **Your Horse's** normal healthy physical state or appearance, sickness or disease.

Injury

means a physical **Injury** resulting solely and directly from an **Accident**, not any **Injury** that happens over a period of time or is of a gradual nature.

Lease/Loan

means an agreement where a person other than the owner of the **Horse** is responsible for the **Horse's** stable, grazing, health and general care.

Market Value

means the lesser of the **Sum Insured** per **Horse** in respect of that type of **Horse** as specified in the **Certificate**; and the price at which ownership of the **Horse** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

Medication

means any drug, hormone, vitamin, protein or other substance, other than unadulterated food or drink for use on the **Horse** under the direction of a **Veterinary Surgeon** for the benefit of the **Horse**.

Period of Insurance

means the length of time for which this **Policy** is in force, as specified in the **Certificate**.

Permanent

Means lasting for twelve consecutive months and at the end of that time being without the hope of improvement.

Post-Mortem

Means the examination of the **Horse** after its death, which shall include a necropsy examination, made by a **Veterinary Surgeon** including, for example establishing the identity, the cause of death or the reason for the **Humane Destruction** of the **Horse**.

Policy

Means this document which includes the **Certificate** and any other documents **We** issue to **You** which are expressed to form part of the **Policy** terms, which set out the cover **We** provide for the **Period of Insurance** including any **Endorsement**.

Premium

Means the amount **You** have to pay **Us** (including government charges) for **Your Policy**.

Sum Insured

Means the amount **You** have chosen, and **We** have accepted as the most **We** will pay.

Territorial Limits

Means the **Territorial Limits** specified in the **Certificate**.

Use

Means the **Use** of the **Horse(s)** as specified in the **Certificate**, namely dressage, show jumping, pony club or breeding.

Veterinary Surgeon or Veterinarian

Means a Veterinary Surgeon or Veterinarian with a currently valid licence, issued by the appropriate governing agency in the Territory(ies) where any **Horse(s)** are located, allowing them to practise veterinary medicine.

We / Us / Our

Means certain underwriters at Lloyd's in respect of syndicate 2003 hereinafter called "We, Our, Us or Underwriters" are the Insurer(s) of the **Certificate**.

You / Your / Insured

Means the partnership, corporation, organisation or person(s) specified in the **Certificate**.

Privacy Statement

Lloyd's Underwriters and AIS Insurance Brokers Pty Ltd have always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have been set by the Privacy Act which came into effect on 21st December, 2001 and the Australian Privacy Principles (APP) which came into effect on 12th March 2014. All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as Insurance Brokers or as stated in this document.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to AIS. This may be done either verbally or in writing to Complaints Officer, AIS Insurance Brokers Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the Certificate wording under "Privacy".

How & why do we require your Personal Information?

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member. The information is collected to allow us to provide our insurance broking services including to arrange and place insurance cover, assess and underwrite risks, properly administer your claims and source & facilitate finance.

Disclosure of your Personal Information to third parties

As we have a duty to maintain the confidentiality of our clients affairs, we only disclose information to third parties who we believe are necessary to assist us in providing, managing and administering the services we provide and products we are involved with. These third parties are also required to abide by the Australian Privacy Principles and use the personal information only for the services that they supply.

What we expect of you

AIS aim to ensure that your personal information is up to date and accurate. Please contact us if you need:

- Access to, or revise your personal information
- Feel that the information we currently have on record is incorrect or incomplete.

Transfer of information overseas

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or reinsurers are based overseas and we need to provide your personal information to them to arrange your cover or to submit a claim.

Opting out

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.

How to contact us

If you wish to gain access to or update your personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other matter relating to our Privacy Certificate, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.

Your Rights and Our Obligations

Details of your rights and our obligations under the Privacy Act and the Australian Privacy Principles, are contained in the General Insurance Code of Practice which can be accessed at www.codeofpractice.com.au

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